



January 11, 2019

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 19-014HC

The City of Corona Administrative Services Department (City) invites proposals from qualified vendors for:

Public Safety Dispatch Furniture Design, Product and Installation

Parties interested in obtaining a copy of this RFP No.19-014HC may do so by downloading at no cost from the City's website: www.coronaca.gov or by emailing their request to Holli.Clear@CoronaCA.Gov . Please include the following information in your request: name and address of firm; name, telephone and email address of contact person; specify RFP No. 19-014HC.

The City seeks a contractor to submit a proposal to design, deliver, install and provide maintenance to the proposed public safety dispatch equipment. Price breakdowns for equipment to be furnished and installed, as well as corresponding **price detail inclusive of design, installation, and warranty services shall be provided.**

Closing: Proposals shall be submitted at or before **Wednesday, February 20, 2019 at 2:00 P.M.** at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope. Proposals received after the Closing shall be rejected and unopened without exception. Postmarks are not accepted.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

Holli Clear

Purchasing Specialist II
City of Corona | Administrative Services Department
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882
Phone: 951-279-3535 | Email: Holli.Clear@CoronaCA.Gov
Website: www.coronaca.gov



January 9, 2019

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 19-014HC

SECTION I

INVITATION

The City of Corona Administrative Services, Purchasing Division (City) invites proposals from qualified contractors for:

Public Safety Dispatch Furniture Design, Product and Installation

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

The City of Corona, Purchasing Division ("City") will receive sealed Proposals for Public Safety Dispatch Furniture Design, Product and Installation at the office of the Purchasing Division no later than **Wednesday, February 20, 2019 at 2:00 P.M.** Proposals received after the Closing shall be rejected and unopened without exception. Postmarks are not accepted. Proposals shall be valid for 60 calendar days after the opening date.

Proposals must be submitted on the City's Forms.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED/HAVE BEEN
CHANGED
REFERENCE INSURANCE REQUIREMENTS FORM IN SECTION VI AND
AGREEMENT SAMPLE PARAGRAPH 3.2.10 IN SECTION VII**

Vendors may obtain a copy of the Contract Documents from the City's website at www.coronaca.gov

Award of Contract: The City shall award a Contract for the Project to the contractor who best meet the qualifications of this RFP. The City reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal.

For further information, contact Holli Clear at Holli.Clear@Corona.CA.gov

Tentative RFP Schedule
(Subject to change at City's discretion)

1. Issue RFP	January 9, 2019
2. Advertise in Sentinel Weekly	January 11, 2019
3. Pre-Proposal Meeting (not mandatory)	9:30A.M. January 29, 2019
4. Written Questions from Contractors Due	3:00 P.M., February 6, 2019
5. Responses from City Due	February 12, 2019
6. Proposals Due (date & time)	2:00 P.M., February 20, 2019
7. RFP Evaluation Completed	February 26, 2019
8. Contract Negotiations Completed	March 5, 2019
9. Contractor Selection	March 5, 2019
10. Request for Council Action Due	March 18, 2019
11. Council Approval	April 3, 2019

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Pre-Bid Meeting

A pre-proposal meeting will be held at **9:30 A.M. on January 29, 2019** at the project site. Contractors shall meet at 730 Public Safety Way, Corona, CA 92882. Although this is not mandatory, it is highly encouraged.

B. Examination of Proposal Documents

1. By submitting a proposal, contractors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any contractor for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a contractor require clarifications to this RFP, the contractor shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City may issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and posted on the City of Corona Bid Opportunities webpage which can be accessed from the following link:

<https://www.coronaca.gov/i-want-to/rfp-posts-list>

2. Submitting Requests

- a. With the exception of oral questions asked at any pre-proposal meetings, all contractor questions, clarifications or comments shall be submitted via email to Holli.Clear@CoronaCA.gov no later than **3:00 P.M. February 6, 2019**, with the Subject matter shown as, “RFI’s to RFP 19-014HC”. Inquiries received after this date and time will not be accepted. It is the contractor’s sole responsibility to call 951-279-3535 or email Holli.Clear@CoronaCA.gov to ensure that all written questions, clarifications or comments were received by the City.

3. City Responses

- a. Responses from the City will be communicated in writing via email to all known recipients of this RFP, by Addendum, and posted on the City’s website, no later than 72 hours prior to Proposal Due Date and Time.
- b. It is the responsibility of bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Bid Due date will be extended.

E. Submission of Proposals

1. Date and Time

All proposals are to be submitted no later than **2:00 P.M., February 20, 2019**. Proposals received after that date and time will be rejected by the City as non-responsive.

2. Address

Proposals shall be addressed as follows:

**City of Corona Administrative Services Department – Purchasing Division
Attn: Holli Clear, Purchasing Specialist II
400 S. Vicentia Ave, Ste 320
Corona, CA 92882.**

Contractors shall place their signed proposal and supporting documents as set forth herein along with any other required materials in an envelope, sealed, addressed and delivered in person or mailed, postage prepaid, to the City at the place and to the attention of the person stated above.

It is the sole responsibility of contractors to ensure that their proposals are received at the **time and place** indicated in the RFP. **Late or misdirected**

proposals shall be rejected and unopened without exception. Postmarks are not accepted.

No oral or telephone proposals will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.

3. Identification of Proposals

Contractor shall submit a proposal package consisting of:

- a. One (1) signed original proposal and Two (2) copies of its proposal, and
- b. One (1) flash drive with PDF copy or One (1) CD or DVD with PDF copy

The proposal package shall be addressed as shown above, bearing the Contractor's name and address and clearly marked as follows:

**“RFP No. 19-014HC:
Public Safety Dispatch Furniture Design, Product and
Installation”**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any contractor responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

5. Proposal Withdrawal

Prior to the proposal opening, a proposal may be withdrawn by the Contractor only by means of a written request signed by the Contractor or its properly authorized representative. Such request must be received by Holli Clear. After that time, contractors may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful Contractor(s) withdraw their proposal(s).

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the contractor in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to City;
3. negotiating with City any matter related to the proposal; or
4. any other expenses incurred by the contractor prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected contractor(s) should negotiations with the selected contractor(s) be terminated, to negotiate with more than one contractor simultaneously, or to cancel all or part of this RFP.

H. Acceptance of Order

The successful contractor(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

I. City of Corona Business License

The successful contractor(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

J. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

2. Authority of the City of Corona. Subject to the power and authority of the City of Corona as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Corona shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

3. City of Corona Business License. The successful contractor(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

4. Changes in Work. The City of Corona may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Corona may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City of Corona. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

5. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City of Corona.

6. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.

7. Contract Incorporation. This contract embodies the entire contract between the City of Corona and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

8. Cooperation Between Contractors. The City of Corona reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or

loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

9. Coordination with Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

10. Damage. The contractor shall be held responsible for any breakage, loss of the City of Corona's equipment or supplies through negligence of the contractor or his employee while working on the City of Corona's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Corona any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

11. Examination of Specification and Site. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

12. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Corona. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Corona.

13. Measurements. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Corona will not be responsible for determining the quantities of materials necessary to complete the work specified.

14. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Corona from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

15. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

16. Rejection of Work. Contractor agrees that the City of Corona has the right to make all final determinations as to whether the work has been satisfactorily completed.

17. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Corona. The Contractor shall be responsible for the protection

K. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

L. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to enclose all "Confidential, ""Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

M. Insurance

Within ten (10) consecutive *calendar days* of award of contract, successful Contractor must furnish the City with the Certificates of Insurance providing coverage as specified in Section VII, Form of Agreement, Section 3.2.1. Insurance, et seq. and naming the City of Corona, its directors, officials, officers, employees, agents and volunteers as additional insureds by written endorsement.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-contractors available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm - 30%

- Strength and stability of the contractor
- Strength, stability, experience and technical competence of subcontractor
- Logic of project organization
- Adequacy of labor commitment to scale of project
- Experience in providing services similar to those requested herein
- Experience working with public agencies
- Assessment by client references
- Demonstrated knowledge of the scope of work required, responsiveness to RFP requirements, capability of performing specific tasks outlined in the RFP

2. Project Management- 10%

- Explanation of the Project, identification of key requirements and constraints to consider and address;
- Ability to perform work within City's strict time constraints without delay or interference
- Availability of product –product order to-install time frames to meet City requirements

3. Quality of layout and Furniture - 50%

- Innovative layout and cost-effective approaches and ideas to be employed by Contractor;
- Conformity to provided base specifications
- Quality of furniture; Reliability and Durability of Product in City's dispatch center work environment

4. Reasonableness of Cost and Price - 10%

- Reasonableness of the individual contractor-fixed prices and/or hourly rates
- Competitiveness of quoted firm-fixed prices with other proposals received
- Adequacy of the data in support of prices quoted
- Basis on which prices are quoted

Contractor must include in his or her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify your Proposals. The City reserves the right to reject any Proposals based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

1. generate a "short list" and conduct interviews with the top contractor;
2. conduct on-site visits and/or tours of the contractors' places of business;
3. conduct negotiations with the most qualified contractor(s).

Contractors should be aware, however, that award may be made without Contractor visits, interviews, or further discussions or negotiations.

C. AWARD

Depending on the dollar amounts of the proposals received, City staff will either select Contractor(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

If the City elects to proceed, final selection of contractors for interview and notification for interviews is expected to occur on or about February 28, 2019. The City anticipates making final selections and awards on or about March 5, 2019.

In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.

SECTION IV.

SCOPE OF WORK

Public Safety Dispatch Furniture Design, Product and Installation

The City of Corona (“City”) 911 dispatch communications center provides 24-hour service in the answering of all emergency and non-emergency police, fire, and medical calls. The Center is staffed by a team of 21 full-time Public Safety Dispatchers, 2 part-time Public Safety Dispatchers, and 4 Dispatch Supervisors each of whom are committed to providing exceptional service to the public. The Communication Center uses state-of-the-art technology to provide fast and effective emergency communication services, they use sophisticated radio communication, and a Computer Aided Dispatch and Records Management system.

The City is seeking a vendor to provide eleven (11) or twelve (12) new Full custom-made 911 Dispatch workstations to replace (17) seventeen-year-old furniture. The arrangement of the furniture is intended to support specific operational functionality and must be followed to as closely as proposer furniture design permits. Proposers shall submit drawings that depict their proposed furniture as shown within the dispatch center space. Proposer shall prepare and include complete drawings describing eleven (11) or twelve (12) individual dispatch station and their layout within the designated floor plan with their completed proposal. **Drawings shall include details of every major element listed under the “General Specification for Console Furniture” section below.**

The dispatch furniture system procured through this RFP shall be constructed of durable materials that have been proven for durability in the 24-hour use environment of a 911 dispatch center. **Standard office furniture will not be acceptable in this installation.**

In addition, The City is requesting the Bidder to propose exercise equipment that would be conducive for users to place under work stations. Proposal pricing must include proposed specs and unit pricing for one treadmill and one work station bike.

Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor’s license(s), for the work and must maintain the license(s) throughout the duration of the Contract: valid **D-34 Prefabricated Equipment.**

The furniture proposed shall be expected to meet all appropriate industry standards, such as those established under the ADA, ANSI, ASTM, and UL, as well as any applicable regulatory standards.

Proposers must quote a baseline configuration as part of their proposal. The baseline equipment must include all required components, such as task lights, comfort control systems, CPU storage, drawer/storage units, integrated cable management systems, electronic lift platforms, mounts for 8 monitors, a filtration feature and all other required features described in this document.

1.1 The console furniture shall be designed specifically for 24/7 operations in an Emergency Communications Center environment. Standard office furniture will not be acceptable.

1.2 Construction of console walls shall be of solid core materials utilizing a post and panel design. Hollow core panel systems using cantilevered surfaces will not be acceptable.

1.3 A structural framework utilizing a unified frame construction design shall be provided featuring full undersurface cavities that lock each element of the console subsurface into a contiguous whole, stabilizing all movement.

1.4 Console furniture shall be modular in design for ease of reconfiguration and upgrading.

1.5 Sit-to-stand base shall be connected to the console undercarriage with a footprint designed to allow maximum stability based on the overall size of the monitor surface.

1.6 There shall be no obstructions for side-to-side movement by the user within the footprint of the console.

1.7 Suggestions about possibly raising the supervisor work area.

2. INPUT SURFACE

2.1 Shall lower to at least 22" to accommodate the 5th percentile seated female.

2.2 Shall raise to at least 57" to accommodate the 95th percentile standing male.

2.3 Shall provide an infinite travel range from 5" above to 5" below the monitor surface.

2.4 Shall be available in sizes large enough to allow multiple input devices such as keyboards, mice, and writing surface.

2.5 Shall be available in a tilt design that allows a 15 degree +/- manual adjustment (ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations p. 83-84).

2.6 Shall allow elbow angles between 70 and 135 degrees (ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations p. 12).

2.7 Shall be adjustable independent of the monitor surface.

2.8 Shall make available an option for electronic adjustment and adjustment using an integrated single point interface with precise digital replication.

2.9 Shall adjust simultaneously with the monitor surface in order to retain relative positioning between both surfaces.

2.10 Shall have a static load capacity of 250 lbs. and an equipment load capacity of 200 lbs.

2.11 Shall have a zero-gravity safety feature available in order to prevent damage or injury. Safety bars mounted underneath surface will not be acceptable.

2.12 Shall be secured to the monitor surface by metal-to-metal connection utilizing steel plates and 1" bolts. Wood screws will not be acceptable. Separate, free-standing, independent, floor-supported adjustable input platforms will not be acceptable.

2.13 Shall be designed to provide unobstructed knee clearance in the seated operating position in accordance with ANSI standards.

3. MONITOR SURFACE

3.1 Shall lower to at least 27" to allow for appropriate viewing angles of monitor, so that the gaze angle to the center of the screen ranges between -15° and -20° from horizontal eye level for the 5th percentile seated female.

3.2 Shall raise to at least 52" to allow for appropriate viewing angles of monitor so that the gaze angle to the center of the screen ranges between -15° and -20° from horizontal eye level for the 95th percentile standing male.

3.3 Shall have a static load capacity of 1,500 lbs. and an equipment load capacity of 325 lbs.

3.4 Shall make available configurations accommodating up to eight (8) 27" LCD flat panel monitors in a stacked configuration.

3.5 Shall make available an option for depth adjustment platforms with a 13" focal depth adjustment supporting up to eight (8) 27" LCD flat panel monitors in a stacked configuration.

3.6 Shall make available an option for adjustment using an integrated single point interface with precise digital replication.

3.7 Shall be 24V DC motors. Components shall be UL listed and CSA certified.

4. ADJUSTMENTS

4.1 An option for individual adjustments of both monitor and input surface through the use of an integrated single point interface with precise digital replication must be available.

4.2 Adjustment speed shall not be less than 1.25" per second and not greater than 1.5" per second.

4.3 A minimum safety clearance of 1.25" shall be required between all moving surfaces.

4.4 Software for console control will not be acceptable.

4.5 Intelligent leg system shall support an anti-collision safety feature in order to prevent damage or injury. Upon contact with an obstruction, the monitor surface must automatically stop its downward path and reverse in order to remove the obstruction. Safety bars mounted underneath surface will not be acceptable.

4.6 Console adjustment controls shall be accessible from a seated position for ADA compliance. Console adjustment controls mounted on top of the input surface will not be acceptable.

4.7 Design shall accept uneven load distribution.

4.8 All moveable components of the console shall be designed and tested to at least 40,000 cycle full range adjustments.

5. MATERIALS

5.1 Acoustical Console Walls

5.1.1 Acoustical walls shall be solid core of a minimum 45 lb. density 1" thick wood core material. Hollow core console walls will not be acceptable.

5.1.2 Core shall be covered with a 3/8" high density subsurface, then wrapped with fabric.

5.1.3 Top edges of these partitions shall either be arched or straight and shall be treated in a long wear, replaceable, washable 3mm thick high impact vinyl edging.

5.1.4 All fasteners shall be completely concealed.

5.2 Posts

5.2.1 All mounting posts shall be round or octagonal, in 2-1/4" and 3" diameter.

5.2.2 Posts shall be constructed of aluminum grade extrusions with a 6051 hardness.

5.2.3 Finish shall be powder coated to match edge treatments. Enamel paint is not sufficiently durable and will not be acceptable.

5.2.4 Leveling glides shall be an integral part of the system to accommodate uneven floors.

5.3 Undercarriage

5.3.1 All supports, doors, cavity caps, and fixed shelves shall be rated for 25 lbs. and shall be constructed of an industrial grade 3/4" thick wood core material with a thermally fused laminate surface on both sides to prevent deflection.

5.3.2 All outside end panels shall be a minimum 45 lb. density 1-1/8" thick wood core material, pressure bonded with a high-pressure laminate surface on both sides.

5.3.3 Optional zero-clearance rear access doors shall be locking and be of lightweight metal material utilizing a spring tension for easy lifting and lowering of door. Doors shall be perforated for passive airflow, and finished in a powder coat to match the console mounting posts. Snap on access panels will not be acceptable.

5.3.4 Front access cavity doors shall be hinged for ease of access and maintenance.

5.4 Surfaces

5.4.1 All monitor and input surfaces shall be a minimum 45 lb. density, 1-1/8" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.

5.4.2 Any surface with a span of 48" or more shall have additional support members under the surface for increased structural integrity.

5.4.3 Monitor work surfaces and extensions shall include cable drop areas for access into the fixed full-width equipment cavities.

5.4.4 All edges shall be treated in a high impact vinyl edging material.

5.5 Edge Material

5.5.1 Vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and monitor surfaces and a minimum 13mm thick for all input platforms.

5.6 Laminates

5.6.1 High pressure laminate shall meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish.

5.6.2 All monitor and input surfaces shall be a minimum of .0625" thickness horizontal grade laminate on the top surface, and on the backing sheet, all to prevent deflection.

5.6.3 Thermally fused laminate shall meet NEMA LI-1-1998. Low pressure laminate is not acceptable.

5.7 Fabric

5.7.1 Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards.

5.7.2 Flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).

5.7.3 Fabric shall be made from 100% recyclable materials.

6. CPU STORAGE

6.1 Fixed equipment cavity storage located under the extension or bridge surfaces shall be provided for CPU equipment and cable routing, keeping the knee space below the consoles unobstructed to allow dispatchers a full range of movement to reach necessary equipment. A non-integrated technology tower placed outside the perimeter of the console will not be acceptable.

6.2 Equipment cavities shall be a minimum 42L X 18W X 36D to accommodate front-to-back CPU configuration.

6.3 Cavities shall be vented for passive airflow.

6.4 An option for cavity fans should be available.

6.5 An option for cavity illumination should be available.

6.6 Access to the cavities shall be available from the front and optional rear depending on the configuration.

6.7 Maximum weight capacity for any standard cavity shelf shall be at least 25 psf load.

7. ELECTRICAL REQUIREMENTS

7.1 Every console shall include a minimum of two 8-outlet surge suppressors with room for three transformer plugs on a UL listed and CSA rated 15 amps, 120-volt power center. These power centers shall include a circuit breaker with 1900 joules AC surge suppression to shield equipment from the strongest surges and line noise and an 8' cord.

7.2 Total power draw for an individual console shall not exceed 15 amps.

7.3 An option for surface mounted, user-accessible power, voice, and data connections must be available.

8. CABLE MANAGEMENT

8.1 Each console shall include two cable access drops with energy chains for vertical interconnectivity from monitor surface to equipment cavities.

8.2 An option for a keyboard energy chain providing tidy cable management for keyboards, mice, etc. that runs from input surface to monitor surface must be available.

8.3 Cable drops on extensions and bridges shall be included to each fixed cavity section.

8.4 A horizontal raceway within each equipment cavity shall be required to provide full console perimeter cable routing.

8.5 Cables routed within the furniture panel system will not be acceptable.

9. STORAGE ACCESSORIES

At a minimum, options for the following storage accessories must be available:

9.1 Mobile Pedestals

9.1.1 Shall be constructed of an industrial grade 3/4" thick wood core material with a thermally fused laminate surface on both sides to prevent deflection.

9.1.2 Pedestal shall be rated for a maximum of 300 lbs.

9.1.3 Drawer hardware shall be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer.

9.1.4 All file drawers shall have built in hanging file capability.

9.1.5 All doors shall include full articulation door hardware to accommodate uneven floors.

9.1.6 Shall be finished on all sides for use outside the console.

9.1.7 Shall be equipped with dual-wheel front-locking casters.

9.1.8 An option for cushioned seating must be available.

9.1.9 Multiple configurations, to include pencil-box-file and box-file styles, must be available.

9.2 Rotating Resource, 30"

9.2.1 Shall have a 30" diameter round top, constructed of 1-1/8" thick 45 lb. density wood core material with high pressure laminate and sealing backing sheet.

9.2.2 Base shall consist of a 12" diameter, steel ball bearing turntable mechanism sandwiched between two 30" diameter rounds constructed of an industrial grade, 3/4" thick wood core material with a thermally fused laminate surface on both sides to prevent deflection.

9.2.3 Shall have four sections of binder storage capable of holding twenty-eight (28) 2" 3-ring binders.

9.2.4 Shall have high impact edging material minimum of 2mm thick.

9.3 Rotating Resource, 40"

9.3.1 Shall have a 40" diameter round top, constructed of 1-1/8" thick 45 lb. density wood core material with high pressure laminate and sealing backing sheet.

9.3.2 Base shall consist of a 12" diameter, steel ball bearing turntable mechanism sandwiched between two 40" diameter rounds constructed of an industrial grade, 3/4" thick wood core material with a thermally fused laminate surface on both sides to prevent deflection.

9.3.3 Shall have four sections of binder storage capable of holding forty (40) 2" 3-ring binders.

9.3.4 Shall have high impact edging material minimum of 2mm thick.

9.4 Rack Enclosures

9.4.1 Shall include, at a minimum, options for 5-1/2", 10-1/2", 15-3/4", 21", and 26-1/4" heights.

9.4.2 Shall have EIA mounting rails on front and rear.

9.4.3 Shall include options for both 90-degree and 14"D straight designs as well as 12"D sloped enclosures for phones and master control panels.

9.5 Additional Storage Accessories

At a minimum, options for the following additional storage accessories must be available:

9.5.1 Bookcases

9.5.2 File Drawers

9.5.3 Box Drawers

9.5.4 Printer Pedestals

9.5.5 Printer Cabinets

9.5.6 Lateral File Drawers

9.5.7 Overhead Shelves

9.5.8 Wardrobe Cabinets

9.5.9 Conference Tables

9.5.10 Accessory Tools

10. ENVIRONMENTAL CONTROL SYSTEM

10.1 Single Point Interface for Environmental Settings Only

10.1.1 An option for a Single Point Interface unit that controls all environmental settings (task light dimming, task light on/off, heating controls, and air distribution) must be available.

10.1.2 Single Point Interface shall be mobile in design, allowing the individual user to place the unit anywhere on the input or monitor work surfaces at any time.

10.2 Single Point Interface for Environmental Settings and Console Height Adjustments

10.2.1 An option for a Single Point Interface unit that controls monitor and input surface height adjustments in addition to all environmental settings (task light dimming, task light on/off, heating controls, and air distribution) must be available.

10.2.2 Height for both the monitor and input surfaces shall include separate digital readouts to ensure total replication of console positioning for all employees. Digital readout for monitor surface shall display inches from the floor.

10.2.3 Single Point Interface shall be mobile in design allowing the individual user to place the unit anywhere on the input or monitor work surfaces at any time.

10.3 ADA Compliance

10.3.1 System shall include electronic adjustment controls located within reach of a wheelchair to meet ADA requirements.

10.4 Air Distribution

10.4.1 System shall offer a scalable design from 1 to 3 fans for circulating filtered air.

10.4.2 Fans shall be mobile in design allowing the individual user to place the fans anywhere on the input or monitor work surfaces at any time, providing maximum individualized control. Ducting will not be acceptable.

10.4.3 Fan filters shall be washable and user replaceable.

10.5 Lighting Levels

10.5.1 System shall provide 2 task light dimming outlets rated at 100 watts per outlet.

10.5.2 System shall provide 2 task light on/off outlets rated for 100 watts per outlet.

10.6 Radiant Heat Levels

10.6.1 System shall provide 1 outlet for a radiant heat accessory rated for 200 watts.

10.6.2 Forced heat will not be acceptable due to potential equipment overheating and conflicts with the facility HVAC systems.

10.7 Activity Sensor

10.7.1 An option of power management through an activity sensor must be available. The activity sensor will turn off all environmental systems after 15 minutes of inactivity. Upon detection motion, activity sensor will reactivate and return to previous settings.

10.8 Power Requirements

10.8.1 115 VAC, 60Hz

10.8.2 10 ft. power cord with a 3-prong plug

10.8.3 0.3 amperes minimum draw, 6.0 amperes maximum draw

10.8.4 0.3 amperes maximum fan draw (per fan)

10.8.5 UL listed, CSA certified, FCC certified

11. RADIANT HEAT ACCESSORIES

At a minimum, options for the following radiant heat accessories must be available:

11.1 Heated Foot Rest

11.2 Heated Floor Mat

11.3 Heated Panel

12. FOOT REST

12.1 An option for an adjustable foot rest must be available. Foot rest should be offered in a non-heated option and a radiant heat option.

13. WRIST REST

13.1 An option for a wrist rest made of gel material shall be available. Wrist rest shall be completely washable.

14. TASK LIGHTING

At a minimum, options for the following types of task lighting must be available:

14.1 LED Task Lighting

14.1.1 Shall feature a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for maximum light control.

14.1.2 Shall be mountable to the monitor surface or extensions and bridges using a grommet or back flush mount.

14.1.3 Shall provide approximately 50,000 hours of lamp life.

14.1.4 Color temperature shall not exceed 3,500K.

14.1.5 Shall be dimmable through the use of an optional integrated single point interface.

14.2 Fluorescent Task Lighting

14.2.1 Shall feature a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for maximum light control.

14.2.2 Shall be mountable to the monitor surface or extensions and bridges using a grommet or back flush mount.

14.2.3 Shall provide approximately 10,000 hours of lamp life.

14.2.4 Color temperature shall not exceed 3,500K.

14.2.5 Shall provide a dual switch for low intensity and high intensity between 600/1200 lumens.

14.2.6 Shall include a non-glare parabolic lens.

15. ADDITIONAL ITEMS: EXERCISE EQUIPMENT

20.1 City is requesting Bidder to propose exercise equipment that would be conducive for users to place under work stations. Proposal pricing must include proposed specs and unit pricing for one treadmill and one work station bike.

20.2 The City is looking for pricing on 1 standalone treadmill and 1 standalone stationary bicycle that will fit under work station.

16. EXPERIENCE & REFERENCES

15.1 The console furniture to be supplied shall have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request.

15.2 Only companies with a minimum of fifteen (15) years' experience in designing and manufacturing ergonomic console furniture will be allowed to bid.

15.3 A minimum of eleven (11) installed centers of similar size or product shall be included with this proposal. Please include agency name, location, and number of positions.

15.4 Bidder must be the manufacturer of all major components such as work surfaces, console panels, structural system or environmental controls.

17. SPACE PLANNING & CONSOLE SPECIFICS

16.1 Each bidder shall submit a floor plan to scale, showing each item being proposed.

16.2 Perspective drawings shall be required in the submittal with dimensions of height, width, and depth in order to determine compliance with the specifications.

16.3 All accessories being proposed shall be shown in drawings.

16.4 Customer provided electronics such as monitors, telephones, keyboards, mice, etc. shall be shown, to scale, in the 3-dimensional/perspective drawings.

18. WARRANTY

17.1 All components manufactured by the bidder will be replaced at no charge for as long as the original purchaser owns the product.

17.2 Bidder will replace adjustment mechanisms, environmental control components, monitor arms, task lighting and heating devices will be replaced at no charge for the first three years of original ownership.

17.3 Bidder will provide labor and all associated installation for defective products covered by the warranty for three years from the date of purchase.

17.4 Bidder will assume responsibility for all shipping and return shipping expenses of any defective product covered by the warranty.

17.5 The warranty shall cover any defects in materials and workmanship for the lifetime of the covered product based on 24/7 usage.

17.6 Lifetime warranty on all structural components.

17.7 Bidders shall supply a copy of their warranty certificate.

19. LEAD TIME AND INSTALLATIONS

18.1 Bidders shall present their best lead time to design, manufacture, ship, and install the console furniture.

18.2 Shipping shall be direct to the facility, inside delivery, unless otherwise noted.

18.3 Only the manufacturer's factory installers or their trained and authorized designees experienced with the working environment of a public safety dispatch center shall assemble and install the console furniture.

18.4 A post-installation walkthrough shall be required with the installation foreman in order to ascertain full compliance to the floor plan, console design, and materials specified.

18.5 Product training shall be provided to a member of the agency upon completion of the installation.

18.6 Any inconsistencies will be noted and shall be scheduled for completion prior to sign off on the project.

20. SERVICE AND MAINTENANCE

19.1 Proposer shall provide a complete description of Warranty, Repair, and Maintenance programs for the proposed product. Specify what is covered under warranty and what is not. Include of your service level agreement that contains response and resolution times. The City requests a Warranty of at least five (5) years with Maintenance available for ten (10) years after the Warranty period has expired.

19.2 No costs associated with replacement or repair of any portion of the product or installation will be passed on to the customer during the first ten (10) years of warranty.

19.3 Lifetime warranty on all structural components. After five (5) years, labor and installation expenses associated with product replacement under the warranty will be assessed on a case by case basis.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation – Cover Letter

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall contain the following information in a cover letter:

- a. Identification of Contractor, including name, address and telephone;
- b. Proposed working relationship between Contractor and sub-contractors, if applicable;
- c. Acknowledgment of receipt of all RFP addenda, if any;
- d. Name, title, address and telephone number of contact person during period of proposal evaluation;
- e. A statement to the effect that the proposal shall remain valid for a period of no less than 90 days from the date of submittal; and
- f. Signature of a person authorized to bind Contractor to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Contractor shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede contractor's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;

(4) identify sub-contractors by company name, address, contact person, telephone number and project function and describe contractor's experience working with each sub-contractor; and

(5) provide, at a minimum, three (3) references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Contractor may also supply references from other work not cited in this section as related experience.

b. **Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Contractor shall:

(1) provide education, experience and applicable professional credentials of proposed project staff;

(2) furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel;

(3) indicate adequacy of labor resources;

(4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-contractor work;

(5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

(6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

c. **Work Plan**

Contractor shall provide a narrative which addresses the Scope of Work and shows contractor's understanding of the City's needs and requirements.

Contractor shall:

(1) describe the approach to completing the tasks specified in the Scope of Work;

(2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and

Contractor may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP's "technical specification". Where contractor wishes to propose alternative approaches to meeting the City's technical specifications, they should be thoroughly explained. **The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion.** Contractor shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement in the proposal.

e. **Fee Proposal**

Contractor shall complete and sign the Price Form in Section C. below in its entirety. **(Fee Proposal must be submitted in a sealed envelope separate from proposal documents and marked "Price Form").**

3. **Appendices**

Information considered by contractor to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, contractor warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by contractor, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in contractor's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful contractor(s) and its sub-contractors are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. COST AND PRICE FORMS

Contractor shall complete the Price Form in its entirety including: 1) all individual tasks listed and total price; 2) basis on which prices are quoted; and 3) contractor's identification information including a binding signature.

Contractor shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". If discount terms are offered, non-discounted payment terms shall remain "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete

invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

D. NON-COLLUSION DECLARATION

Contractor shall complete and sign the Non-Collusion Declaration on the following page and submit with proposal.

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [proposer], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

**This is to acknowledge that we have read the City of Corona Maintenance/General Services
Agreement and will sign the Agreement, as presented, without exception, for the City's
RFP No. 19-014HC.**

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

**EXPERIENCE STATEMENT
To Be Submitted With Proposal**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Project Client	Description of Bidder's Work	Period of Performance	Contact Name & Phone

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California Act (PCC section 4100 et seq.), each contractor shall set forth below: (a) the name and the location of the place of business; (b) the license number; and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "Yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "Yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, **there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.**

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location and License # of Sub contractor	Portion of Work by Sub contractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location and License # of Sub contractor	Portion of Work by Sub contractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

CITY OF CORONA

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission

or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

**SIGNATURE PAGE FOR
CITY OF CORONA
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Surety

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

City of Corona
RFP Insurance Requirements Check List

	Circle One	Applicable
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	Yes No	YES
Can your company provide Automobile Liability - \$1M?	Yes No	YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	Yes No	YES
Can your company provide Professional Liability - \$1M?	Yes No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California ?	Yes No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	Yes No	YES

Insurance Endorsements

General Liability		
	Circle One	Applicable
(Occurrence form CG 0001)		
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	Yes No	YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss?	Yes No	YES
Can your company provide Completed Operations as evidenced with the following endorsements?		YES
Endorsement form CG 20 10 11 85 -OR-	Yes No	YES
CG 20 37 and one of the following	Yes No	YES
CG 20 10	Yes No	YES
CG 20 26	Yes No	YES
CG 20 33	Yes No	YES
CG 20 38	Yes No	YES
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary and any City insurance will be in excess of the contractor's insurance and will not be called upon to contribute? Endorsement Form shall be as broad as CG 20 01 04 13.	Yes No	YES
Automobile Liability		
	Circle One	Applicable
Does your insurance cover owned automobiles with Form number CA 0001 code 1 (any auto)?	Yes No	YES

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Bid)**

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. RFP on the Price Form where indicated. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids or proposals as non-responsive based on the exceptions or deviations to the insurance requirements.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required unless exceptions have been disclosed.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: RFP No. 19-014HC

DESCRIPTION OF WORK: Public Safety Dispatch Furniture Design, Product and Installation

CONTRACTOR'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Fees may be provided in aggregate by task type as listed in Section IV – Scope of Work or individually in the spaces provided below to complete the Scope of Work requirements. Lump Sum Fees to complete each task shall include the costs of all administration and overhead, telephone usage, mailings, mileage, and other administrative costs. NOTE: Price proposals submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

	Unit	Total
Design	Hourly	
Materials	Lump Sum	
Install	Hourly	

Proposal Amount: \$_____

Additional exercise equipment- 1 treadmill: \$_____

Additional exercise equipment 1 bicycle: \$_____

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

Bidder to Provide California Contractor's License Number (D-34): _____

Bidder to Provide California DIR Registration Number: _____

Safety Requirements/Violations:

Number of OSHA Violations within the last five (5) years (must state zero if none):

___ Serious ___ Willful

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable _____% _____ days. Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the Contractor's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

EMAIL ADDRESS: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ FAX: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

Proposal Checklist

Cover Letter
Technical Proposal
Appendices
Non-Collusion Declaration
Acknowledgment of the Terms and Conditions of the Agreement
Experience Statement
Sub-Contractors List
Insurance Requirements Check Sheet
Price Form

SECTION VII.

*****MODEL - REMOVE THIS TITLE WHEN USED*****

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(Public Safety Dispatch Furniture Product, Design and Installation)**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Public Safety Dispatch Furniture Product, Design and Installation** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Public Safety Dispatch Furniture Product, Design and Installation** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***] (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform

the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Contractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and contractors performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or contractors to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

(C) Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate minimum, per claim.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) ("Total Compensation") without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates

and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s [***INSERT TITLE***]. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882

Attn: [***INSERT NAME & DEPARTMENT***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CA\DD\02000.50102\10151745.3

(CITY ATTY: 07-17)

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____

[***INSERT NAME***]
[***INSERT TITLE***]

Attest: _____

[***INSERT NAME***]
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONTRACTOR***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

MODEL 07-17

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

MODEL 07-17

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****

*****SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT FOR
PERFORMANCE/PAYMENT BONDS, IF APPLICABLE; IF NOT REQUIRED, STATE THAT THEY
ARE NOT REQUIRED*****